

EXHIBIT 1

10/19/2007 14:20 FAX 4153985080

BRIAN

002/028

1 **Christopher J. Keane (SB# 194848)**
2 530 Jackson Street, Second Floor
3 San Francisco, CA 94133
4 Telephone: (415) 398-2777
5 Fax: (415) 520-2282
6 E-mail: ckeane@keanelaw.com
7 Attorney for Plaintiff

**ENDORSED
FILED**

OCT 22 2007

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA**

8 **Brian L. Larsen (SB# 158252)**
9 530 Jackson Street, Second Floor
10 San Francisco, CA 94133
11 Telephone: (415) 398-5000
12 Fax: (415) 398-5080
13 E-mail: blarsen5000@yahoo.com
14 Attorney for Plaintiff

15
16 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **IN AND FOR THE COUNTY OF SONOMA**
18 **(UNLIMITED JURISDICTION)**

19 **DOUGLAS KEANE,**

20 Plaintiff,

21 v.

22 **ATLAS HOSPITALITY GROUP,**
23 **HEDMARK VIII, L.L.C.,**
24 **WESTLAND FINANCIAL III, L.L.C.,**
25 **JUSTIN B. MYERS and**
26 **DOES 1 to 100,**

27 Defendant(s).

Case No.:

241706

**VERIFIED COMPLAINT FOR
DAMAGES AND DEMAND FOR
JURY TRIAL**

Violations of California Civil Code § 3344

**Appropriation of Right of Publicity
for Commercial Purposes**

BY FAX

COMPLAINT & JURY DEMAND

1 NOW COMES Plaintiff, DOUGLAS KEANE, by and through his lawyers, and complains
2 against Defendants, ATLAS HOSPITALITY GROUP, HEDMARK VIII, L.L.C.,
3 WESTLAND FINANCIAL III, L.L.C., JUSTIN B. MYERS and DOES 1-100, inclusive, as
4 follows:
5

6
7 **FIRST CAUSE OF ACTION**
8 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

- 9 1. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
10 California corporation, with its principal place of business located at 2500 Michelson, Suite
11 110, Irvine, California 92612.
12
- 13 2. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
14 limited liability company, with its principal place of business located in Sonoma County at
15 the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
16 California.
17
- 18 3. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
19 Nevada limited liability company, with its principal place of business located in Sonoma
20 County at the Les Mars Hotel which it owned and/or operated at 27 North Street,
21 Healdsburg, California.
22
- 23 4. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
24 who at all times pertinent to this action worked within the course and scope of his employment for
25 Defendant, Atlas Hospitality Group.
26
27
28

1 5. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
2 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time
3 of filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will
4 ask leave of court to amend this Complaint to show their true names or capacities when the same
5 have been ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that
6 each of the DOE Defendants is, in some manner, responsible for the events and happenings herein
7 set forth and proximately caused injury and damages to him, as herein alleged.
8
9

10
11 6. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
12 Healdsburg, California.
13

14 7. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time, Defendants,
15 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
16 Myers and Does 1-100, authorized, created, published and/or distributed within California,
17 and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
18 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00,
19 entitled "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred
20 to in this Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les
21 Mars Hotel for \$13,500,000.00")
22

23 8. On page seventeen (17), line four (4), the Defendants, Atlas Hospitality Group, Hedmark
24 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
25 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
26 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "Chef Douglas
27 Keane (Rising Star Chef SF Chronicle 2002 and Maitre d' Nick Peyton (the godfather of
28 white tablecloth dining" SF Chronicle 5/2/2003) offer their contemporary luxury cuisine in a
completely flexible prix fixe format of three to five dishes." (See attached Exhibit 1, which

1 is pp. 1, 3, 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the
2 Les Mars Hotel for \$13,500,000.00)

3
4 9. Plaintiff, Douglas Keane, never consented to the use of his name on page seventeen (17),
5 line four (4) of the "Advertisement to Purchase and/or Solicitation to purchase the Les Mars
6 Hotel for \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality
7 Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does
8 1-100.

9
10 10. The knowing use of Douglas Keane's name on page seventeen (17), line four (4), of the
11 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
12 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
13 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, violates California Civil
14 Code § 3344.

15
16 11. The knowing use of Douglas Keane's name on page seventeen (17), line four (4), of the
17 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
18 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
19 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
20 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount
21 within the unlimited jurisdiction of the superior court as a result thereof, including but not
22 limited to injury to reputation, humiliation, inconvenience, mental suffering, emotional
23 distress, loss of income, attorney fees and other costs.

24
25 12. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
26 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
27 respect to their knowing use of Douglas Keane's name without his consent and without
28 compensating him for the use of his name on page seventeen (17), line four (4), of the

1 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
2 \$13,500,000.00".

3
4 13. There was no public interest in any of the Defendants using Douglas Keane's name and/or
5 photograph in the aforementioned advertisement; rather, it was solely for the Defendants'
6 own financial gain.

7
8 14. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
9 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
10 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

11
12 15. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
13 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C.,
14 Justin B. Myers and Westland Financial III, L.L.C. and Does 1-100.

15
16 16. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
17 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
18 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual
19 damages suffered by him as a result of the aforementioned unauthorized use of his name on
20 page seventeen (17), line four (4), of the "Advertisement to Purchase and/or Solicitation to
21 purchase the Les Mars Hotel for \$13,500,000.00".

22
23 17. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
24 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
25 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of
26 his name on page seventeen (17), line four (4), of the "Advertisement to Purchase and/or
27 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" and which are attributable
28 to the use.

1
2 18. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
3 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
4 Myers and Does 1-100, be found liable to him for attorney fees and costs.
5

6 19. Plaintiff, Douglas Keane, requests relief as set forth hereafter.
7

8 **SECOND CAUSE OF ACTION**
9 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

10 20. Plaintiff incorporates by reference paragraphs (1) through (19) as though set forth herein in
11 full.
12

13 21. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
14 California corporation, with its principal place of business located at 2500 Michelson, Suite
15 110, Irvine, California 92612.
16

17 22. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
18 limited liability company, with its principal place of business located in Sonoma County at
19 the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
20 California.
21

22 23. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
23 Nevada limited liability company, with its principal place of business located in Sonoma
24 County at the Les Mars Hotel which it owned and/or operated at 27 North Street,
25 Healdsburg, California.
26
27
28

1 24. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
2 who at all times pertinent to this action worked within the course and scope of his employment for
3 Defendant, Atlas Hospitality Group.
4

5
6 25. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
7 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time
8 of filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will
9 ask leave of court to amend this Complaint to show their true names or capacities when the same
10 have been ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that
11 each of the DOE Defendants is, in some manner, responsible for the events and happenings herein
12 set forth and proximately caused injury and damages to him, as herein alleged.
13
14

15
16 26. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
17 Healdsburg, California.
18

19 27. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time, Defendants,
20 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
21 Myers and Does 1-100, authorized, created, published and/or distributed within California,
22 and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
23 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00,
24 entitled "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred
25 to in this Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les
26 Mars Hotel for \$13,500,000.00")
27

28 28. On page eighteen (18), line five (5), the Defendants, Atlas Hospitality Group, Hedmark
VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly

1 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
2 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "If you want to
3 find the next superstar chef, look no farther than Douglas Keane, who is proving his mettle
4 each night at Cyrus in Healdsburg." (See attached Exhibit 1, which is pp. 1, 3, 4, 17 and 18
5 of the Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
6 \$13,500,000.00)

7
8 29. Plaintiff, Douglas Keane, never consented to the use of his name on page eighteen (18), line
9 five (5) of the "Advertisement to Purchase and/or Solicitation to purchase the Les Mars
10 Hotel for \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality
11 Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does
12 1-100.

13
14 30. The knowing use of Douglas Keane's name on page eighteen (18), line five (5), of the
15 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
16 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
17 Westland Financial III, L.L.C. and Does 1-100, violates California Civil Code § 3344.

18
19 31. The knowing use of Douglas Keane's name on page eighteen (18), line five (5), of the
20 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
21 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
22 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
23 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount
24 within the unlimited jurisdiction of the superior court as a result thereof, including but not
25 limited to injury to reputation, humiliation, inconvenience, mental suffering, emotional
26 distress, loss of income, attorney fees and other costs.

1 32. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
2 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
3 respect to their knowing use of Douglas Keane's name without his consent and without
4 compensating him for the use of his name on page eighteen (18), line five (5), of the
5 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
6 \$13,500,000.00".

7
8 33. There was no public interest in any of the Defendants using Douglas Keane's name and/or
9 photograph in the aforementioned advertisement; rather, it was solely for their own financial
10 gain.

11
12 34. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
13 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
14 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

15
16 35. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
17 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C.
18 and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

19
20 36. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
21 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
22 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual
23 damages suffered by him as a result of the aforementioned unauthorized use of his name on
24 page eighteen (18), line five (5), of the "Advertisement to Purchase and/or Solicitation to
25 purchase the Les Mars Hotel for \$13,500,000.00".

26
27 37. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
28 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.

1 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of
2 his name on page eighteen (18), line five (5), of the "Advertisement to Purchase and/or
3 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" and which are attributable
4 to the use.

5
6 38. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
7 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
8 Myers and Does 1-100, be found liable to him for attorney fees and costs.

9
10 39. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

11
12 **THIRD CAUSE OF ACTION**
13 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

14 40. Plaintiff incorporates by reference paragraphs (1) through (39) as though set forth herein in
15 full.

16
17 41. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
18 California corporation, with its principal place of business located at 2500 Michelson, Suite
19 110, Irvine, California 92612.

20
21 42. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
22 limited liability company, with its principal place of business located in Sonoma County at
23 the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
24 California.

25
26 43. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
27 Nevada limited liability company, with its principal place of business located in Sonoma
28

1 County at the Les Mars Hotel which it owned and/or operated at 27 North Street,
2 Healdsburg, California.

3
4 44. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
5 who at all times pertinent to this action worked within the course and scope of his employment for
6 Defendant, Atlas Hospitality Group.

7
8
9 45. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
10 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time
11 of filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will
12 ask leave of court to amend this Complaint to show their true names or capacities when the same
13 have been ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that
14 each of the DOE Defendants is, in some manner, responsible for the events and happenings herein
15 set forth and proximately caused injury and damages to him, as herein alleged.

16
17
18 46. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
19 Healdsburg, California.

20
21 47. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time, Defendants,
22 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
23 Myers and Does 1-100, authorized, created, published and/or distributed within California,
24 and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
25 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00,
26 entitled "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred
27 to in this Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les
28 Mars Hotel for \$13,500,000.00")

1
2 48. On page eighteen (18), line ten (10), the Defendants, Atlas Hospitality Group, Hedmark
3 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
4 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
5 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "When I
6 reviewed the restaurant a few months after it opened, it was evident that Keane was cooking
7 at a level that put him in an elite pantheon of chefs." (See attached Exhibit 1, which is pp. 1,
8 3, 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the Les
9 Mars Hotel for \$13,500,000.00)

10
11 49. Plaintiff, Douglas Keane, never consented to the use of his name on page eighteen (18), line
12 ten (10) of the "Advertisement to Purchase and/or Solicitation to purchase the Les Mars
13 Hotel for \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality
14 Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does
15 1-100.

16
17 50. The knowing use of Douglas Keane's name on page eighteen (18), line ten (10), of the
18 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
19 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
20 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, violates California Civil
21 Code § 3344.

22
23 51. The knowing use of Douglas Keane's name on page eighteen (18), line ten (10), of the
24 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
25 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
26 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
27 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount
28 within the unlimited jurisdiction of the superior court as a result thereof, including but not

1 limited to injury to reputation, humiliation, inconvenience, mental suffering, emotional
2 distress, loss of income, attorney fees and other costs.

3
4 52. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
5 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
6 respect to their knowing use of Douglas Keane's name without his consent and without
7 compensating him for the use of his name on page eighteen (18), line ten (10), of the
8 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
9 \$13,500,000.00".

10
11 53. There was no public interest in any of the Defendants using Douglas Keane's name and/or
12 photograph in the aforementioned advertisement; rather, it was solely for their own financial
13 gain.

14
15 54. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
16 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
17 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

18
19 55. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
20 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C.
21 and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

22
23 56. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
24 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
25 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual
26 damages suffered by him as a result of the aforementioned unauthorized use of his name on
27 page eighteen (18), line ten (10), of the "Advertisement to Purchase and/or Solicitation to
28 purchase the Les Mars Hotel for \$13,500,000.00".

1
2 57. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
3 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
4 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of
5 his name on page eighteen (18), line ten (10), of the "Advertisement to Purchase and/or
6 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" and which are attributable
7 to the use.

8
9 58. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
10 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
11 Myers and Does 1-100, be found liable to him for attorney fees and costs.

12
13 59. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

14
15 **FOURTH CAUSE OF ACTION**
16 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

17 60. Plaintiff incorporates by reference paragraphs (1) through (59) as though set forth herein in
18 full.

19
20 61. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
21 California corporation, with its principal place of business located at 2500 Michelson, Suite
22 110, Irvine, California 92612.

23
24 62. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
25 limited liability company, with its principal place of business located in Sonoma County at
26 the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
27 California.
28

1 63. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
2 Nevada limited liability company, with its principal place of business located in Sonoma
3 County at the Les Mars Hotel which it owned and/or operated at 27 North Street,
4 Healdsburg, California.

5
6 64. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
7 who at all times pertinent to this action worked within the course and scope of his employment for
8 Defendant, Atlas Hospitality Group.

9
10
11 65. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
12 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time
13 of filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will
14 ask leave of court to amend this Complaint to show their true names or capacities when the same
15 have been ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that
16 each of the DOE Defendants is, in some manner, responsible for the events and happenings herein
17 set forth and proximately caused injury and damages to him, as herein alleged.

18
19
20 66. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
21 Healdsburg, California.

22
23 67. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time, Defendants,
24 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
25 Myers and Does 1-100, authorized, created, published and/or distributed within California,
26 and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
27 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00,
28 entitled "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred

1 to in this Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les
2 Mars Hotel for \$13,500,000.00")

3
4 68. On page eighteen (18), line twenty (20), the Defendants, Atlas Hospitality Group, Hedmark
5 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
6 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
7 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "[S]urrender
8 yourself to the masterful hands of chef Douglas Keane." (See attached Exhibit 1, which is
9 pp. 1, 3, 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the
10 Les Mars Hotel for \$13,500,000.00)

11
12 69. Plaintiff, Douglas Keane, never consented to the use of his name on page eighteen (18), line
13 twenty (20) of the "Advertisement to Purchase and/or Solicitation to purchase the Les Mars
14 Hotel for \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality
15 Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does
16 1-100.

17
18 70. The knowing use of Douglas Keane's name on page eighteen (18), line twenty (20), of the
19 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
20 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
21 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, violates California Civil
22 Code § 3344.

23
24 71. The knowing use of Douglas Keane's name on page eighteen (18), line twenty (20), of the
25 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
26 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
27 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
28 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount

1 within the unlimited jurisdiction of the superior court as a result thereof, including but not
2 limited to injury to reputation, humiliation, inconvenience, mental suffering, emotional
3 distress, loss of income, attorney fees and other costs.

4
5 72. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
6 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
7 respect to their knowing use of Douglas Keane's name without his consent and without
8 compensating him for the use of his name on page eighteen (18), line twenty (20), of the
9 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
10 \$13,500,000.00".

11
12 73. There was no public interest in any of the Defendants using Douglas Keane's name and/or
13 photograph in the aforementioned advertisement; rather, it was solely for their own financial
14 gain.

15
16 74. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
17 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
18 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

19
20 75. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
21 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C.
22 and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

23
24 76. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
25 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
26 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual
27 damages suffered by him as a result of the aforementioned unauthorized use of his name on
28

1 page eighteen (18), line twenty (20), of the "Advertisement to Purchase and/or Solicitation
2 to purchase the Les Mars Hotel for \$13,500,000.00".

3
4 77. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
5 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
6 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of
7 his name on page eighteen (18), line twenty (20), of the "Advertisement to Purchase and/or
8 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" and which are attributable
9 to the use.

10
11 78. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
12 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
13 Myers and Does 1-100, be found liable to him for attorney fees and costs.

14
15 79. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

16
17 **FIFTH CAUSE OF ACTION**
18 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

19 80. Plaintiff incorporates by reference paragraphs (1) through (79) as though set forth herein in
20 full.

21
22 81. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
23 California corporation, with its principal place of business located at 2500 Michelson, Suite
24 110, Irvine, California 92612.

25
26 82. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
27 limited liability company, with its principal place of business located in Sonoma County at
28

1 the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
2 California.

3
4 83. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
5 Nevada limited liability company, with its principal place of business located in Sonoma
6 County at the Les Mars Hotel which it owned and/or operated at 27 North Street,
7 Healdsburg, California.

8
9 84. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
10 who at all times pertinent to this action worked within the course and scope of his employment for
11 Defendant, Atlas Hospitality Group.

12
13
14 85. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
15 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time
16 of filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will
17 ask leave of court to amend this Complaint to show their true names or capacities when the same
18 have been ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that
19 each of the DOE Defendants is, in some manner, responsible for the events and happenings herein
20 set forth and proximately caused injury and damages to him, as herein alleged.

21
22
23 86. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
24 Healdsburg, California.

25
26 87. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time, Defendants,
27 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
28 Myers and Does 1-100, authorized, created, published and/or distributed within California,

1 and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
2 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00,
3 entitled "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred
4 to in this Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les
5 Mars Hotel for \$13,500,000.00")

6
7 88. On page eighteen (18), line twenty-two (22), the Defendants, Atlas Hospitality Group,
8 Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100,
9 knowingly used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase
10 and/or Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "With
11 that introduction to Douglas Keane's seriously decadent cooking, you begin to understand
12 why Healdsburg has become such a wine-country destination." (See attached Exhibit 1,
13 which is pp. 1, 3, 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to
14 purchase the Les Mars Hotel for \$13,500,000.00)

15
16 89. Plaintiff, Douglas Keane, never consented to the use of his name on page eighteen (18), line
17 twenty-two (22) of the "Advertisement to Purchase and/or Solicitation to purchase the Les
18 Mars Hotel for \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality
19 Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does
20 1-100.

21
22 90. The knowing use of Douglas Keane's name on page eighteen (18), twenty-two (22), of the
23 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
24 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
25 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, violates California Civil
26 Code § 3344.

1 91. The knowing use of Douglas Keane's name on page eighteen (18), twenty-two (22), of the
2 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
3 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
4 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
5 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount
6 within the unlimited jurisdiction of the superior court as a result thereof, including but not
7 limited to injury to reputation, humiliation, inconvenience, mental suffering, emotional
8 distress, loss of income, attorney fees and other costs.

9
10 92. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
11 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
12 respect to their knowing use of Douglas Keane's name without his consent and without
13 compensating him for the use of his name on page eighteen (18), twenty-two (22), of the
14 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
15 \$13,500,000.00".

16
17 93. There was no public interest in any of the Defendants using Douglas Keane's name and/or
18 photograph in the aforementioned advertisement; rather, it was solely for their own financial
19 gain.

20
21 94. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
22 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
23 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

24
25 95. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
26 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C.
27 and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

1 96. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
2 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
3 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual
4 damages suffered by him as a result of the aforementioned unauthorized use of his name on
5 page eighteen (18), line twenty-two (22), of the "Advertisement to Purchase and/or
6 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00".

7
8 97. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
9 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
10 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of
11 his name on page eighteen (18), line twenty-two (22), of the "Advertisement to Purchase
12 and/or Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" and which are
13 attributable to the use.

14
15 98. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
16 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
17 Myers and Does 1-100, be found liable to him for attorney fees and costs.

18
19 99. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

20
21 **SIXTH CAUSE OF ACTION**
22 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

23 100. Plaintiff incorporates by reference paragraphs (1) through (99) as though set forth herein
24 in full.

25
26 101. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
27 California corporation, with its principal place of business located at 2500 Michelson, Suite
28 110, Irvine, California 92612.

1
2 102. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
3 limited liability company, with its principal place of business located in Sonoma County at the
4 Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg, California.
5

6 103. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
7 Nevada limited liability company, with its principal place of business located in Sonoma
8 County at the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
9 California.
10

11 104. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
12 who at all times pertinent to this action worked within the course and scope of his employment for
13 Defendant, Atlas Hospitality Group.
14

15
16 105. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
17 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time of
18 filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will ask leave
19 of court to amend this Complaint to show their true names or capacities when the same have been
20 ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that each of the
21 DOE Defendants is, in some manner, responsible for the events and happenings herein set forth and
22 proximately caused injury and damages to him, as herein alleged.
23
24

25 106. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
26 Healdsburg, California.
27
28

1 107. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time,
2 Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C.,
3 Justin B. Myers and Does 1-100, authorized, created, published and/or distributed within
4 California, and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
5 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00, entitled
6 "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred to in this
7 Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les Mars Hotel
8 for \$13,500,000.00")

9
10 108. On page eighteen (18), line twenty-nine (29), the Defendants, Atlas Hospitality Group,
11 Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100,
12 knowingly used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
13 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "Keane proves that
14 great cooking is foremost tasty cooking, not just wacky experiments at the guests' expense."
15 (See attached Exhibit 1, which is pp. 1, 3, 4, 17 and 18 of the Advertisement to Purchase and/or
16 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00)

17
18 109. Plaintiff, Douglas Keane, never consented to the use of his name on page eighteen (18),
19 line twenty-nine (29) of the "Advertisement to Purchase and/or Solicitation to purchase the Les
20 Mars Hotel for \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality
21 Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-
22 100.

23
24 110. The knowing use of Douglas Keane's name on page eighteen (18), twenty-nine (29), of the
25 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
26 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
27 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, violates California Civil Code
28 § 3344.

1
2 111. The knowing use of Douglas Keane's name on page eighteen (18), twenty-nine (29), of the
3 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
4 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
5 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
6 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount within the
7 unlimited jurisdiction of the superior court as a result thereof, including but not limited to injury
8 to reputation, humiliation, inconvenience, mental suffering, emotional distress, loss of income,
9 attorney fees and other costs.
10

11 112. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
12 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
13 respect to their knowing use of Douglas Keane's name without his consent and without
14 compensating him for the use of his name on page eighteen (18), twenty-nine (29), of the
15 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
16 \$13,500,000.00".
17

18 113. There was no public interest in any of the Defendants using Douglas Keane's name and/or
19 photograph in the aforementioned advertisement; rather, it was solely for their own financial
20 gain.
21

22 114. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
23 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
24 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.
25

26 115. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
27 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
28 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

1
2 116. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
3 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
4 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual damages
5 suffered by him as a result of the aforementioned unauthorized use of his name on page
6 eighteen (18), line twenty-nine (29), of the "Advertisement to Purchase and/or Solicitation to
7 purchase the Les Mars Hotel for \$13,500,000.00".

8
9 117. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
10 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
11 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of his
12 name on page eighteen (18), line twenty-nine (29), of the "Advertisement to Purchase and/or
13 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" and which are attributable to
14 the use.

15
16 118. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
17 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
18 Myers and Does 1-100, be found liable to him for attorney fees and costs.

19
20 119. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

21
22 **SEVENTH CAUSE OF ACTION**
23 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

24 120. Plaintiff incorporates by reference paragraphs (1) through (119) as though set forth herein
25 in full.
26
27
28

1 121. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
2 California corporation, with its principal place of business located at 2500 Michelson, Suite
3 110, Irvine, California 92612.

4
5 122. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
6 limited liability company, with its principal place of business located in Sonoma County at the
7 Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg, California.

8
9 123. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
10 Nevada limited liability company, with its principal place of business located in Sonoma
11 County at the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
12 California.

13
14 124. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
15 who at all times pertinent to this action worked within the course and scope of his employment for
16 Defendant, Atlas Hospitality Group.

17
18
19 125. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
20 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time of
21 filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will ask leave
22 of court to amend this Complaint to show their true names or capacities when the same have been
23 ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that each of the
24 DOE Defendants is, in some manner, responsible for the events and happenings herein set forth and
25 proximately caused injury and damages to him, as herein alleged.
26
27
28

1 120. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
2 Healdsburg, California.

3
4 121. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time,
5 Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C.,
6 Justin B. Myers and Does 1-100, authorized, created, published and/or distributed within
7 California, and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
8 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00, entitled
9 "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred to in this
10 Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les Mars Hotel
11 for \$13,500,000.00")

12
13 122. On page eighteen (18), line thirty (30), the Defendants, Atlas Hospitality Group, Hedmark
14 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
15 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
16 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "A great cook
17 knows the mysterious chemistry of food but, like Keane, brings it all to bear in an effort to
18 please." (See attached Exhibit 1, which is pp. 1, 3, 4, 17 and 18 of the Advertisement to
19 Purchase and/or Solicitation to purchase the Les Mars Hotel for \$13,500,000.00)

20
21 123. Plaintiff, Douglas Keane, never consented to the use of his name on page eighteen (18),
22 line thirty (30) of the "Advertisement to Purchase and/or Solicitation to purchase the Les Mars
23 Hotel for \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality Group,
24 Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

25
26 124. The knowing use of Douglas Keane's name on page eighteen (18), thirty (30), of the
27 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
28 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and

1 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, violates California Civil Code
2 § 3344.

3
4 125. The knowing use of Douglas Keane's name on page eighteen (18), thirty (30), of the
5 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
6 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
7 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
8 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount within the
9 unlimited jurisdiction of the superior court as a result thereof, including but not limited to injury
10 to reputation, humiliation, inconvenience, mental suffering, emotional distress, loss of income,
11 attorney fees and other costs.

12
13 126. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
14 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
15 respect to their knowing use of Douglas Keane's name without his consent and without
16 compensating him for the use of his name on page eighteen (18), thirty (30), of the
17 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
18 \$13,500,000.00".

19
20 127. There was no public interest in any of the Defendants using Douglas Keane's name and/or
21 photograph in the aforementioned advertisement; rather, it was solely for their own financial
22 gain.

23
24 128. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
25 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
26 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

1 129. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
2 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
3 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

4
5 130. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
6 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
7 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual damages
8 suffered by him as a result of the aforementioned unauthorized use of his name on page
9 eighteen (18), line thirty (30), of the "Advertisement to Purchase and/or Solicitation to purchase
10 the Les Mars Hotel for \$13,500,000.00".

11
12 131. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
13 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
14 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of his
15 name on page eighteen (18), line thirty (30), of the "Advertisement to Purchase and/or
16 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" and which are attributable to
17 the use.

18
19 132. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
20 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
21 Myers and Does 1-100, be found liable to him for attorney fees and costs.

22
23 133. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

24
25 **EIGHTH CAUSE OF ACTION**
26 **(VIOLATION OF CALIFORNIA CIVIL CODE § 3344)**

27 134. Plaintiff incorporates by reference paragraphs (1) through (133) as though set forth herein
28 in full.

1
2 135. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
3 California corporation, with its principal place of business located at 2500 Michelson, Suite
4 110, Irvine, California 92612.

5
6 136. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
7 limited liability company, with its principal place of business located in Sonoma County at the
8 Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg, California.

9
10 137. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
11 Nevada limited liability company, with its principal place of business located in Sonoma
12 County at the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
13 California.

14
15 138. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
16 who at all times pertinent to this action worked within the course and scope of his employment for
17 Defendant, Atlas Hospitality Group.

18
19
20 139. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
21 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time of
22 filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will ask leave
23 of court to amend this Complaint to show their true names or capacities when the same have been
24 ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that each of the
25 DOE Defendants is, in some manner, responsible for the events and happenings herein set forth and
26 proximately caused injury and damages to him, as herein alleged.
27
28

1 140. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
2 Healdsburg, California.

3
4 141. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time,
5 Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C.,
6 Justin B. Myers and Does 1-100, authorized, created, published and/or distributed within
7 California, and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
8 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00, entitled
9 "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred to in this
10 Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les Mars Hotel
11 for \$13,500,000.00")

12
13 142. On page eighteen (18), the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
14 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly used the
15 photograph of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or Solicitation
16 to purchase the Les Mars Hotel for \$13,500,000.00". (See attached Exhibit 1, which is pp. 1, 3,
17 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the Les Mars
18 Hotel for \$13,500,000.00)

19
20 143. Plaintiff, Douglas Keane, never consented to the use of his photograph on page eighteen
21 (18) of the "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
22 \$13,500,000.00", by anyone, including by the Defendants, Atlas Hospitality Group, Hedmark
23 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

24
25 144. The knowing use of Douglas Keane's photograph on page eighteen (18) of the
26 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
27 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
28

1 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, violates California Civil Code
2 § 3344.

3
4 145. The knowing use of Douglas Keane's photograph on page eighteen (18) of the
5 "Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
6 \$13,500,000.00", by the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
7 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, proximately and directly
8 caused Plaintiff, Douglas Keane, to sustain general and special damages in an amount within the
9 unlimited jurisdiction of the superior court as a result thereof, including but not limited to injury
10 to reputation, humiliation, inconvenience, mental suffering, emotional distress, loss of income,
11 attorney fees and other costs.

12
13 146. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
14 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
15 respect to their knowing use of Douglas Keane's photograph without his consent and without
16 compensating him for the use of his photograph on page eighteen (18), of the "Advertisement to
17 Purchase and/or Solicitation to purchase the Les Mars Hotel for \$13,500,000.00".

18
19 147. There was no public interest in any of the Defendants using Douglas Keane's name and/or
20 photograph in the aforementioned advertisement; rather, it was solely for their own financial
21 gain.

22
23 148. Pursuant to California Civil Code § 3344(a), Plaintiff, requests that exemplary and/or
24 punitive damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII,
25 L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

1 149. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
2 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
3 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

4
5 150. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
6 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
7 Myers and Does 1-100, be found liable to him for the greater of \$750.00 or the actual damages
8 suffered by him as a result of the aforementioned unauthorized use of his photograph on page
9 eighteen (18) of the "Advertisement to Purchase and/or Solicitation to purchase the Les Mars
10 Hotel for \$13,500,000.00".

11
12 151. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
13 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
14 Myers and Does 1-100, be found liable to him for any profits from the unauthorized use of his
15 photograph on page eighteen (18), of the "Advertisement to Purchase and/or Solicitation to
16 purchase the Les Mars Hotel for \$13,500,000.00" and which are attributable to the use.

17
18 152. Pursuant to California Civil Code § 3344(a), Plaintiff further requests that the Defendants,
19 Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B.
20 Myers and Does 1-100, be found liable to him for attorney fees and costs.

21
22 153. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

23
24 **NINTH CAUSE OF ACTION**
25 **(APPROPRIATION OF RIGHT OF PUBLICITY FOR COMMERCIAL PURPOSES)**

26 154. Plaintiff incorporates by reference paragraphs (1) through (153) as though set forth herein
27 in full.
28

1 155. Defendant, Atlas Hospitality Group, is and was at all times pertinent to this action a
2 California corporation, with its principal place of business located at 2500 Michelson, Suite
3 110, Irvine, California 92612.

4
5 156. Defendant, Hedmark VIII, L.L.C., is and was at all times pertinent to this action a Nevada
6 limited liability company, with its principal place of business located in Sonoma County at the
7 Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg, California.

8
9 157. Defendant, Westland Financial III, L.L.C. is and was at all times pertinent to this action a
10 Nevada limited liability company, with its principal place of business located in Sonoma
11 County at the Les Mars Hotel which it owned and/or operated at 27 North Street, Healdsburg,
12 California.

13
14 158. Defendant, Justin B. Myers, is and was at all times pertinent to this action a California resident,
15 who at all times pertinent to this action worked within the course and scope of his employment for
16 Defendant, Atlas Hospitality Group.

17
18
19 159. The true names and capacities of the Defendants, DOES 1 through 100, inclusive, whether
20 individual, corporate, associate or otherwise, are unknown to Plaintiff, Douglas Keane, at the time of
21 filing this Complaint and he, therefore, sues said Defendants by such fictitious names and will ask leave
22 of court to amend this Complaint to show their true names or capacities when the same have been
23 ascertained. Plaintiff, Douglas Keane, is informed and believes, and thereon alleges, that each of the
24 DOE Defendants is, in some manner, responsible for the events and happenings herein set forth and
25 proximately caused injury and damages to him, as herein alleged.
26
27
28

1 160. Plaintiff, Douglas Keane, is and was at all times pertinent to this action a resident of
2 Healdsburg, California.

3
4 161. On May 15, 2007, and perhaps on other dates unknown to Plaintiff at this time,
5 Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C.,
6 Justin B. Myers and Does 1-100, authorized, created, published and/or distributed within
7 California, and perhaps other places unknown to Plaintiff at this time, a thirty-two (32) page
8 advertisement and/or solicitation to purchase the Les Mars Hotel for \$13,500,000.00, entitled
9 "Confidential Offering Memorandum for the Les Mars Hotel" (hereinafter referred to in this
10 Complaint as "Advertisement to Purchase and/or Solicitation to Purchase the Les Mars Hotel
11 for \$13,500,000.00")

12
13 161. On page seventeen (17), line four (4), the Defendants, Atlas Hospitality Group, Hedmark
14 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
15 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
16 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "Chef Douglas
17 Keane (Rising Star Chef SF Chronicle 2002 and Maitre d' Nick Peyton (the godfather of white
18 tablecloth dining" SF Chronicle 5/2/2003) offer their contemporary luxury cuisine in a
19 completely flexible prix fixe format of three to five dishes." (See attached Exhibit 1, which is
20 pp. 1, 3, 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the Les
21 Mars Hotel for \$13,500,000.00)

22
23 162. On page eighteen (18), line five (5), the Defendants, Atlas Hospitality Group, Hedmark
24 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
25 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
26 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "If you want to
27 find the next superstar chef, look no farther than Douglas Keane, who is proving his mettle each
28 night at Cyrus in Healdsburg." (See attached Exhibit 1, which is pp. 1, 3, 4, 17 and 18 of the

1 Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
2 \$13,500,000.00)

3
4 163. On page eighteen (18), line ten (10), the Defendants, Atlas Hospitality Group, Hedmark
5 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
6 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
7 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "When I reviewed
8 the restaurant a few months after it opened, it was evident that Keane was cooking at a level that
9 put him in an elite pantheon of chefs." (See attached Exhibit 1, which is pp. 1, 3, 4, 17 and 18 of
10 the Advertisement to Purchase and/or Solicitation to purchase the Les Mars Hotel for
11 \$13,500,000.00)

12
13 164. On page eighteen (18), line twenty (20), the Defendants, Atlas Hospitality Group,
14 Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100,
15 knowingly used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
16 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "[S]urrender
17 yourself to the masterful hands of chef Douglas Keane." (See attached Exhibit 1, which is pp. 1,
18 3, 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the Les Mars
19 Hotel for \$13,500,000.00)

20
21 165. On page eighteen (18), line twenty-two (22), the Defendants, Atlas Hospitality Group,
22 Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100,
23 knowingly used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
24 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "With that
25 introduction to Douglas Keane's seriously decadent cooking, you begin to understand why
26 Healdsburg has become such a wine-country destination." (See attached Exhibit 1, which is pp.
27 1, 3, 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the Les Mars
28 Hotel for \$13,500,000.00)

1
2 166. On page eighteen (18), line twenty-nine (29), the Defendants, Atlas Hospitality Group,
3 Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100,
4 knowingly used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
5 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "Keane proves that
6 great cooking is foremost tasty cooking, not just wacky experiments at the guests' expense."
7 (See attached Exhibit 1, which is pp. 1, 3, 4, 17 and 18 of the Advertisement to Purchase and/or
8 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00)

9
10 167. On page eighteen (18), line thirty (30), the Defendants, Atlas Hospitality Group, Hedmark
11 VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly
12 used the name of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or
13 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00" as follows: "A great cook
14 knows the mysterious chemistry of food but, like Keane, brings it all to bear in an effort to
15 please." (See attached Exhibit 1, which is pp. 1, 3, 4, 17 and 18 of the Advertisement to
16 Purchase and/or Solicitation to purchase the Les Mars Hotel for \$13,500,000.00)

17
18 168. On page eighteen (18), the Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
19 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100, knowingly used the
20 photograph of Plaintiff, Douglas Keane, in the "Advertisement to Purchase and/or Solicitation
21 to purchase the Les Mars Hotel for \$13,500,000.00". (See attached Exhibit 1, which is pp. 1, 3,
22 4, 17 and 18 of the Advertisement to Purchase and/or Solicitation to purchase the Les Mars
23 Hotel for \$13,500,000.00)

24
25 169. These aforementioned uses of Douglas Keane's name, image, photograph, identity and
26 likeness constitute an appropriation of the same.

1 170. Plaintiff, Douglas Keane, was never compensated for the aforementioned appropriation of
2 Plaintiff's name, image, photograph, identity and likeness by the Defendants.

3
4 171. Plaintiff, Douglas Keane, never consented to the aforementioned appropriation and use of
5 his identity, name or photograph on any page of the "Advertisement to Purchase and/or
6 Solicitation to purchase the Les Mars Hotel for \$13,500,000.00", by anyone, including by the
7 Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C.,
8 Justin B. Myers and Does 1-100.

9
10 172. The aforementioned appropriation of Douglas Keane's name, image, photograph, identity
11 and likeness was to the advantage, commercially or otherwise, of Defendants, Atlas Hospitality
12 Group, Hedmark VIII, L.L.C. and Westland Financial III, L.L.C., Justin B. Myers and Does 1-
13 100.

14
15 173. The aforementioned appropriation of Douglas Keane's name, image, photograph, identity
16 by Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
17 L.L.C., Justin B. Myers and Does 1-100, proximately caused Douglas Keane to sustain general
18 and special damages in an amount within the unlimited jurisdiction of the superior court as a
19 result thereof, including but not limited to injury to reputation, humiliation, inconvenience,
20 mental suffering, emotional distress, loss of income, attorney fees and other costs.

21
22 174. Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and Westland Financial III,
23 L.L.C., Justin B. Myers and Does 1-100, acted with malice, oppression and/or fraud with
24 respect to their knowing use of Douglas Keane's name, image, photograph, identity and likeness
25 without his consent and without compensating him for the use of his name, image, photograph,
26 identity and likeness in the "Advertisement to Purchase and/or Solicitation to purchase the Les
27 Mars Hotel for \$13,500,000.00".
28

1 175. There was no public interest in any of the Defendants using Douglas Keane's name and/or
2 photograph in the aforementioned advertisement; rather, it was solely for their own financial
3 gain.

4
5 176. Pursuant to California Civil Code § 3294, Plaintiff, requests that exemplary and/or punitive
6 damages be assessed against Defendants, Atlas Hospitality Group, Hedmark VIII, L.L.C. and
7 Westland Financial III, L.L.C., Justin B. Myers and Does 1-100.

8
9 177. Plaintiff, Douglas Keane, requests relief as set forth hereafter.

10
11 **FIRST CAUSE OF ACTION**

- 12
13 A. General damages in a sum according to proof.
14 B. Special damages in a sum according to proof.
15 C. Attorney fees and costs in a sum according to proof.
16 D. Punitive and/or exemplary damages according to proof.
17 E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
18 F. Costs of suit and, for such other and further relief as the court deems proper.
19

20 **SECOND CAUSE OF ACTION**

- 21
22 A. General damages in a sum according to proof.
23 B. Special damages in a sum according to proof.
24 C. Attorney fees and costs in a sum according to proof.
25 D. Punitive and/or exemplary damages according to proof.
26 E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
27 F. Costs of suit and, for such other and further relief as the court deems proper.
28

THIRD CAUSE OF ACTION

- A. General damages in a sum according to proof.
- B. Special damages in a sum according to proof.
- C. Attorney fees and costs in a sum according to proof.
- D. Punitive and/or exemplary damages according to proof.
- E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
- F. Costs of suit and, for such other and further relief as the court deems proper.

FOURTH CAUSE OF ACTION

- A. General damages in a sum according to proof.
- B. Special damages in a sum according to proof.
- C. Attorney fees and costs in a sum according to proof.
- D. Punitive and/or exemplary damages according to proof.
- E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
- F. Costs of suit and, for such other and further relief as the court deems proper.

FIFTH CAUSE OF ACTION

- A. General damages in a sum according to proof.
- B. Special damages in a sum according to proof.
- C. Attorney fees and costs in a sum according to proof.
- D. Punitive and/or exemplary damages according to proof.
- E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
- F. Costs of suit and, for such other and further relief as the court deems proper.

SIXTH CAUSE OF ACTION

- A. General damages in a sum according to proof.
- B. Special damages in a sum according to proof.
- C. Attorney fees and costs in a sum according to proof.
- D. Punitive and/or exemplary damages according to proof.
- E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
- F. Costs of suit and, for such other and further relief as the court deems proper.

SEVENTH CAUSE OF ACTION

- A. General damages in a sum according to proof.
- B. Special damages in a sum according to proof.
- C. Attorney fees and costs in a sum according to proof.
- D. Punitive and/or exemplary damages according to proof.
- E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
- F. Costs of suit and, for such other and further relief as the court deems proper.

EIGHTH CAUSE OF ACTION

- A. General damages in a sum according to proof.
- B. Special damages in a sum according to proof.
- C. Attorney fees and costs in a sum according to proof.
- D. Punitive and/or exemplary damages according to proof.
- E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and
- F. Costs of suit and, for such other and further relief as the court deems proper.

NINTH CAUSE OF ACTION

A. General damages in a sum according to proof.

B. Special damages in a sum according to proof.

C. Attorney fees and costs in a sum according to proof.

D. Punitive and/or exemplary damages according to proof.

E. For interest provided by law including, but not limited to, California Civil Code, Section 3291; and

F. Costs of suit and, for such other and further relief as the court deems proper.

1 Dated: 10-19-2007

2 By: [Signature]
Attorney for Plaintiff

3 Dated: 10/19/07

4 By: [Signature]
Attorney for Plaintiff

5
6 **VERIFICATION BY PLAINTIFF**

7
8
9 I am a party to this action, and I have read the foregoing Complaint and know its contents. The
10 matters stated in the Complaint are true based on my own knowledge, except as to those matters
11 stated on information and belief, and as to those matters I believe them to be true. I declare
12 under penalty of perjury under the laws of the State of California that the foregoing is true and
13 correct. Executed on October 16, 2007, at Healdsburg, California.

14
15 By: [Signature]
Plaintiff